



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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P.O. BOX 1460
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IN REPLY PLEASE

REFER TO FILE: **PJ-1**

October 2, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**ACTON/AGUA DULCE LIBRARY PROJECT
APPROVE MITIGATED NEGATIVE DECLARATION
APPROVE DONATION AGREEMENT
APPROVE RELATED ACTIONS
SPECS. 6525; C.P. 77453
SUPERVISORIAL DISTRICT 5
3 VOTES**

**JOINT RECOMMENDATION WITH THE CHIEF ADMINISTRATIVE OFFICER AND
THE COUNTY LIBRARIAN THAT YOUR BOARD:**

1. Consider the Mitigated Negative Declaration (Enclosure A) for the Acton/Agua Dulce Library project, together with any comments received during the public review process; find that the project will not have a significant effect on the environment; find that the Mitigated Negative Declaration reflects the independent judgment of the County; and approve the Mitigated Negative Declaration.
2. Adopt the Mitigation Monitoring and Reporting Program (Enclosure B) to ensure compliance with project changes and conditions adopted to mitigate or avoid significant environmental effects.

3. Approve and authorize the Chair of the Board to sign the Donation Agreement (Enclosure C) to acquire 1.492 acres of unimproved real property from the Brevidoro Family Partnership, Donor, located in the unincorporated community of Acton.
4. Authorize the Chief Administrative Officer to open and manage escrow and execute any required documentation to complete the transfer of title to the County and accept the deed conveying title to the County.
5. Authorize the Auditor-Controller to issue warrants as directed by the CAO for escrow, title insurance, and any related transactional costs, which are estimated not to exceed \$10,000.
6. Instruct the Assessor to remove the subject real property from the tax roll effective upon the transfer of title.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County Public Library plans to apply for matching grant funds under the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 to construct a new one-story approximately 10,000-square-foot library facility to address the library service needs for the Acton and Agua Dulce communities based on population projections through the year 2020.

On September 10, 2002, your Board awarded a consultant services agreement to Tetra Design to prepare the supporting documentation to submit the State grant application by the January 16, 2004, deadline for the third and final application cycle. As part of the grant application process, the applicant must submit proof of environmental compliance with CEQA and site ownership for the proposed library.

Approval of the recommended actions will enable the Public Library to meet the CEQA compliance and site ownership requirements of the Bond Act regulations. The full grant application and required supporting documents will be submitted to your Board for consideration and approval prior to the January 2004 grant application deadline.

Implementation of Strategic Plan Goals

Approval of the proposed donation agreement is consistent with the County's Strategic Plan Goal of Service Excellence as the proposed library will provide improved library service to the Acton and Agua Dulce communities and will address the projected library needs in this service area to the year 2020. This action is also consistent with the Goal of Children and Families' Well-Being as the proposed library will provide educational facilities and programs for enhancing educational/workforce readiness.

FISCAL IMPACT/FINANCING

Funding for site acquisition expenses, including title and escrow fees and relocation of a water line, is available in the Fiscal Year 2003-04 Capital Projects Budget (C.P. 77453) for the Acton/Agua Dulce Library Project. A total project cost estimate and funding plan will be finalized and presented to your Board for approval prior to submitting the grant application to the State.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Brevidoro Family Partnership is the owner of approximately 20.5 acres of real property (Assessor's Parcel 3217-021-012), of which the County intends to subdivide and acquire approximately 1.5 acres of unimproved land by filing a "Certificate of Compliance" application with the Department of Regional Planning and acquiring a legal parcel after administrative approval. The subject parcel is located on Crown Valley Road approximately one-quarter mile north of Sierra Highway. The property has a commercial zoning designation which will allow for the development of a library facility without processing a general plan amendment or a conditional use permit. The CAO, pursuant to Government Code Section 65402, has provided notification to Regional Planning of the County's intent to acquire the real property. The CAO has reviewed a preliminary title report issued by Chicago Title Company who will insure title. County Counsel has approved all documents in this transaction as to form.

The County's acceptance of the donated parcel is subject to a number of covenants and obligations. The conditions include a restrictive land use and reversionary clause placed in the conveying grant deed which states the property is to be utilized and operated exclusively for public library purposes for a term of 50 years or it reverts back to Brevidoro and/or its legal heirs. The County is also obligated by the terms and conditions contained in the donation agreement to provide Brevidoro with a permanent right to honor the Brevidoro family by naming the future library and the children's reading room after family members.

ENVIRONMENTAL DOCUMENTATION

A Phase I environmental site assessment of the property concluded that further environmental investigation of the proposed donation property was not warranted at this time. As required by the California Environmental Quality Act, a draft Mitigated Negative Declaration was prepared for this project and circulated for agency and public review on July 15, 2003. The review period ended August 13, 2003. Comments received during the review period and responses to the comments are contained in the Mitigated Negative Declaration.

Proposed mitigation measures relative to biological resources, noise, solid waste disposal, and traffic have been included as part of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program. The Mitigated Negative Declaration has concluded that the project will not have a significant effect on the environment.

Following approval of the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program by your Board, Public Works will file a Notice of Determination with the County Clerk in accordance with State law.

CONTRACTING PROCESS

On September 10, 2002, your Board awarded a consultant agreement to Tetra Design for a not to exceed fee of \$156,713 to prepare various planning and design documents for the proposed Bond Act project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will have no impact on current County services.

The Honorable Board of Supervisors
October 2, 2003
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CONCLUSION

Please return an adopted copy of this letter to the Chief Administrative Office (Capital Projects and Real Estate Divisions), Public Library, and Public Works. In addition, please return a fully conformed original of the Final Mitigated Negative Declaration to the Public Library and the Donation Agreement with original signatures to the Chief Administrative Office (Real Estate Division).

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

DAVID E. JANSSEN
Chief Administrative Officer

MARGARET DONNELLAN TODD
County Librarian

DP:njc
u:\general\public library\acton\admin\board letter\Acton1

Enc. 3

cc: County Counsel
Assessor
Auditor-Controller
Department of Regional Planning

ENCLOSURE B

ENVIRONMENTAL MITIGATION MONITORING AND REPORTING PROGRAM

Acton/Agua Dulce Library

Project Files May Be Reviewed at:

County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331

Environmental Mitigation Monitoring
and Reporting Program for the
Acton/Agua Dulce Library

Section 1: Authority

This Environmental Mitigation Monitoring and Reporting Program has been prepared pursuant to Section 21081.6 of the California Environmental Quality Act, known as CEQA (Public Resources Code Section 21000 et seq.), to provide for the monitoring of mitigation measures required of the Acton/Agua Dulce Library Project, as set forth in the Mitigated Negative Declaration (MND) prepared for the project. This report will be kept on file in the office of the Los Angeles County Department of Public Works, 900 South Fremont Avenue, Alhambra, CA 91803-1331.

Section 2: Monitoring Schedule

Los Angeles County Department of Public Works staff will monitor compliance with the provisions of this program. Los Angeles County Department of Public Works staff will prepare or cause to be prepared reports identifying compliance with mitigation measures identified in this program. Such reports may consist of, as appropriate, annual project monitoring reports submitted to the Director of Public Works.

Section 3: Changes to Mitigation Measures

Any substantive change in the monitoring and reporting program made by County of Los Angeles Department of Public Works staff shall be reported in writing to the Director of Public Works, and referenced in the Environmental Mitigation Monitoring Report. Modifications to the mitigation measures may be made by the County of Los Angeles Department of Public Works subject to one of the following findings, documented by evidence included in the record:

- a. The mitigation measure included in the MND and the Mitigation Monitoring and Reporting Program is no longer required because the significant environmental impact identified in the MND has been found not to exist, or to occur at a level which makes the impact less than significant as a result of changes in the project, changes in conditions of the environment, or other factors.

OR

- b. The modified or substitute mitigation measures to be included in the Mitigation Monitoring and Reporting Program provide a level of environmental protection equal to or greater than those afforded by the mitigation measures included in the MND and the Mitigation Monitoring and Reporting Program; and

The modified or substitute mitigation measures do not have significant adverse effects on the environment in addition to or greater than those which were considered by the County of Los Angeles in its decisions on the MND and the proposed project; and

The modified or substitute mitigation measures are feasible, and the County, through measures included in the Mitigation Monitoring and Reporting Program or other procedures, can ensure their implementation.

Section 4: Support Documentation

Findings and related documentation supporting the findings involving modifications to mitigation measures will be maintained in the project file with the Mitigation Monitoring and Reporting Program and will be made available to the public upon request.

Section 5: Mitigation Monitoring Matrix

The following matrix identifies the environmental issue areas for which monitoring is required, the required mitigation measures, the time frame for monitoring, and responsible monitoring agencies.

Impact	Mitigation Measures	Time Frame/ Monitoring Milestone	Responsible Monitoring Party
Biological Resources			
While the burrowing owl is not an endangered or threatened listed species and is not afforded legal protection, a potentially suitable marginal owl habitat may be present on the project site.	1. A pre-construction presence/absence survey for the Western Burrowing Owl (WBO) will be conducted no later than 30 days prior to grading or other soil disturbing activities. Should any WBO be present on the site, such WBO will be relocated in compliance with established existing procedures and guidelines.	Prior to construction	County of Los Angeles Department of Public Works
Some native California ground-nester birds may breed on the site.	2. To ensure compliance with existing regulations promulgated in the Migratory Bird Treaty Act, a general breeding survey will be completed if the project activity is planned to occur between March 1 and August 31.	Prior to construction	County of Los Angeles Department of Public Works
Noise			
Since the library will be located within 200 to 300 feet of existing residences, the following measures will be implemented to minimize short-term intermittent noise associated with construction of the project.	3. A temporary wood fence or a similar barrier of no less than six feet in height will be provided along the eastern and western boundaries of the site to protect nearby uses from noise during construction. 4. 2. Muffled construction equipment will be used whenever possible.	During construction During construction	County of Los Angeles Department of Public Works County of Los Angeles Department of Public Works
Solid Waste			
Since landfill space is limited in Los Angeles County, mitigation measures are made part of the project to reduce the project's incremental contribution to the waste disposed at the County landfills.	5. During construction, inert materials, including vegetative matter and other recyclable materials, shall be recycled to the extent practicable. 6. The County shall implement a recycling program at the library facility to minimize the amount of solid waste generated by the library that will be disposed of in County landfills. 7. Space will be allocated either within the building or in outdoor areas for collection and temporary storage of recyclable materials.	During construction Ongoing during operation Ongoing during operation	Contractor/County of Los Angeles Department of Public Works County of Los Angeles Public Library County of Los Angeles Public Library

Impact	Mitigation Measures	Time Frame/ Monitoring Milestone	Responsible Monitoring Party
<p>Traffic</p> <p>Traffic signals are warranted at all three of the unsignalized study intersections with project traffic and with cumulative traffic of other projects within the study area.</p>	<p>8. The County will contribute on a fair-share basis to the cost of installing traffic signals at three unsignalized intersections: Sierra Highway at Crown Valley Road (6% share), Crown Valley Road at Route 14 Westbound off-ramp (7% share), and Crown Valley Road at Route 14 Eastbound off-ramp (8% share) at the time traffic signals are warranted in the future.</p>	<p>Ongoing during operation</p>	<p>County of Los Angeles Department of Public Works</p>

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), dated for reference purposes only as of _____, 2003, is entered into by and between BREVIDORO FAMILY PARTNERSHIP, a California general partnership, ("Donor"), and the COUNTY OF LOS ANGELES, a body corporate and politic ("County").

RECITALS

- A. Donor is the owner of approximately 20.45 acres of land identified as County Assessor's Parcel Number 3217-021-012, located in the unincorporated portion of the County of Los Angeles, State of California. County, under the terms and conditions herein, intends to subdivide Donor's ownership contained in Assessor's Parcel Number 3217-021-012 by submitting two "Certificate of Compliance applications for administrative process approval and acquire a legally subdivided parcel of land measuring approximately 1.5 acres ("Donated Parcel"), as described on Exhibit "A", attached hereto and incorporated herein by this reference and provide Donor with a legally subdivided remainder parcel measuring approximately 18.96 acres ("Remainder Parcel"), as described on Exhibit "A-1", attached hereto and incorporated herein by this reference.
- B. County is in the process of applying for grant funds ("Grant") under the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000, Education Code Sections 19985, et seq. ("Act") in order to obtain financing for the construction of a new library to serve the Acton/Agua Dulce library service area ("New Library").
- C. Donor is willing to convey to County, all of its rights, title and interest to the Donated Parcel, pursuant to the relevant provisions of the Government Code and in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

The terms and conditions of this Agreement are as follows:

1. Condition of Title to Transfer Property. The County will cause to be issued a C.L.T.A. Standard Coverage Form Policy of Title Insurance ("Title Policy") issued by Chicago Title Company ("Title Company") in an amount equal to the fair market value of the Donated Parcel, as determined by an appraisal report provided by the County. The County may request Donor's assistance in discharging, satisfying, releasing or terminating, as the case may be, of record, an exception to title. Donor agrees to use its best efforts in complying with such requests. County, in its discretion, may decline to accept transfer of title to the Donated Parcel if it cannot obtain a Title Policy.

2. Form of Grant Deed. Fee simple absolute title to the Donated Parcel shall be conveyed by Donor to County as described in and by grant deed in the form attached hereto as Exhibit "B" ("Grant Deed"), duly executed and acknowledged by Donor, subject to matters of record approved in writing by the County.
3. Condition of Donated Parcel. The County, as part of its investigative "due diligence" to satisfy Act requirements and to determine the suitability of the Donated Parcel for the New Library, has and/or will initiate, at its cost, the preparation of the following: (i) file the "Certificate of Compliance" applications, along with a legal descriptions/maps, or any other conditional necessities required, to subdivide and create, the Donated Parcel (Donor agrees to cooperate with this process by executing required applications/forms); (ii) Chicago Title Company Preliminary Title Report, Order No. 21049939-X52, dated November 4, 2002; (iii) Phase I Environmental Assessment Report; (iv) Geotechnical Engineering Evaluation Report; (v) Property Appraisal Report, and any other related studies/reports that may be necessary to complete the requirements of the Grant for approval and to determine the suitability of the Donated Parcel for the development of the New Library. Should the County determine, in its sole discretion, that the Donated Parcel is not suitable for the development of the New Library, County may decline to accept transfer of title to the Donated Parcel.
4. Encumbrances. Donor agrees not to encumber the Donated Parcel or to cause, or acquiesce to, any further liens or encumbrances or otherwise alter the condition of title without providing prior written notification to County. If Donor encumbers the Donated Parcel, County, in its sole discretion, may decline to accept transfer of title to the Donated Parcel.
5. Escrow
 - 5.01 Within ten (10) days after the execution of this Agreement by all parties, the parties shall open an escrow ("Escrow") with Chicago Title Company, 700 South Flower Street, Suite 900, Los Angeles, California 90017, Attention: Gus Aguilar, ("Escrow Holder") selected by the County for the purpose of consummating this Agreement. The parties shall execute and deliver to Escrow Holder, within five (5) business days of receipt, such escrow instructions prepared by Escrow Holder as may be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree, in writing, otherwise.

5.02 Escrow Holder is authorized to:

5.02.01 Pay, and charge Donor, for any delinquent taxes, and penalties and interest thereon, and for any delinquent or nondelinquent assessments or bonds against the Donated Parcel, except those which title is to be taken subject to and in accordance with the terms of this Agreement;

5.02.02 Pay, and charge County, for all of the escrow fees;

5.02.03 Prorate all real property taxes, if any, which are a lien and/or unpaid as of the close of Escrow according to the formula adopted by the Los Angeles County Assessor's Office and charge Donor. The tax amount charged will be made payable to the County Auditor-Controller's Office following the closing of Escrow. Any taxes which have been prepaid by Donor shall not be prorated, but Donor shall have the sole right, after the closing of Escrow, to apply to the Los Angeles County Treasurer for refund of the taxes attributable to the period after acquisition pursuant to the Revenue and Taxation Code Section 5096.7;

5.02.04 When all of the conditions of Escrow have been fulfilled by County and Donor, Escrow Holder is instructed to: (i) record documents of conveyance; (ii) deliver to County and Donor copies of the Escrow closing statements; and (iii) deliver to Donor and County any items or documents given to Escrow Holder to hold for County and/or Donor.

6. Closing. For the purposes of this Agreement, the "Closing" shall be defined as the recordation of the Grant Deed in the Official Records and the issuance of the Title Policy. The date upon which the Closing occurs is the "Closing Date". The parties agree to use their best efforts to effect the Closing no later than ten (10) business days following the approval and execution of this Agreement by the County's Board of Supervisors or December 31, 2003, which ever occurs first. The parties may agree in writing to extensions of the Closing if such extensions appear to either party to be necessary.

7. Covenant and Obligations of County and Donor

7.01 County and Donor agree to cooperate with one another in satisfying the following terms, conditions, obligations and covenants contained in the Agreement:

- 7.01.01 County agrees to grant Donor public recognition at the New Library, which will include the County providing a permanent right to Donor, to honor the Brevidoro Family by naming the New Library and the New Library's children's area after a Brevidoro Family member or members. The terms and conditions pertaining to the permanent right are defined more particularly in Exhibit "C", which is attached hereto and incorporated herein by this reference;
- 7.01.02 County agrees that it will accept title to the Donated Parcel subject to a covenant, placed in the body of the Grant Deed, containing a "restrictive use and reversionary" clause, which states the Donated Parcel will revert back to Donor and/or its legal heirs, should the County utilize, develop and/or operate the Donated Parcel for any other land use, other than a County library, for a term of fifty (50) years, commencing from the Closing Date, as defined in Section 6 of this Agreement;
- 7.01.03 County agrees that it will not oppose any type of development and/or land use that occurs on the remainder of Donor's Property, if such proposed use of Property, conforms to the County's general plan and zoning designations/standards of record and meets the requirements of any other entity, judicial or administrative body, governmental authority or party, having jurisdiction over these matters;
- 7.01.04 Donor agrees that the County will not be obligated or required, to construct a New Library on the Donated Parcel, until such time as funds are available for the construction and operation of a County library facility; and
- 7.01.05 County and Donor agree to grant each other, as well as their respective employees, representatives and agents, reciprocal rights of entry for a term not to exceed six (6) months, commencing from the Closing, as defined in Section 6 of this Agreement, for the following purposes: (i) County, at its cost, will contract with the local water district to have the existing 3/4 inch water line and meter servicing the Donor's single family residence located on the Remainder Parcel to be replaced and relocated to Sierra Highway with "like facilities". The new 3/4 inch water service line will be installed by the water district on the Remainder Parcel at a location to be determined by Donor and reconnected to the residence. The initial coordination of the replacement and relocation of the water service line and meter between Donor and the water district will be the responsibility of the County; and (ii) Donor shall have the right

to enter upon the Donated Parcel after the Closing in order to maintain and/or repair the existing water line, if needed, until such time as the new water service line and meter are relocated and reconnected.

County and Donor agree to indemnify and hold harmless each other and its employees, representatives and agents from and against any loss, damage, injury, accident, fire, or other casualty, liability, or claim resulting from injuries to person or damages to property that may result from the negligence of County or Donor while performing any activity referenced above on the Donated Parcel or Remainder Parcel. Said indemnification shall survive the expiration or termination of this Agreement.

8. Possession. County shall be entitled to the exclusive right of occupancy to the Donated Parcel as of the Closing.
9. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested or by Express Mail or Federal Express to the following address:

To County: County of Los Angeles
Chief Administrative Office, Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Carlos Brea

With a Copy to:

Office of County Counsel
Kenneth Hahn Hall of Administration, Room 648
500 West Temple Street
Los Angeles, California 90012
Attention: Thomas J. Faughnan, Senior Deputy, County Counsel

To Donor: Brevidoro Family Partnership
P.O. Box 38
Acton, CA 93510

Notice shall be deemed given two (2) business days after deposit with a carrier as specified above. Notice of change of address shall be given by written notice in the manner detailed in this Section.

10. Donor's Representations and Warranties. Donor makes the following representations and warranties regarding the Donated Parcel and its ownership thereof. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.
- 10.01 Power. Donor has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.
- 10.02 Requisite Action. All requisite action has been taken by Donor in connection with entering into this Agreement and the instruments referenced herein, and, by the Closing, all such necessary action will have been taken to authorize the consummation of this transaction. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for Donor to consummate this transaction.
- 10.03 Individual Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Donor have the legal power, right and actual authority to bind Donor to the terms and conditions hereof and thereof.
- 10.04 Validity. This Agreement and all documents required hereby to be executed by Donor are and shall be valid, legally binding obligations of and enforceable against Donor in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the right of contracting parties generally.
- 10.05 Violations. Donor has no present actual knowledge of any outstanding, uncured, written notice or citation from applicable governmental authorities of violation of any applicable codes, environmental zoning and land use laws, subdivision laws, and other applicable federal, state and local laws, regulations and ordinances, including, but not limited to, those relating to environmental conditions, hazardous materials or wastes, toxic materials or wastes or other similar materials or wastes.
- 10.06 Litigation. Donor has no present actual knowledge of any litigation pending or threatened against Donor on any basis therefor that arises out of the ownership of the Donated Parcel or that might detrimentally affect the Donated Parcel or adversely affect the ability of Donor to perform its obligations under this Agreement.
11. County's Representations and Warranties. In consideration of Donor entering into this Agreement and as an inducement to Donor to donate the Donated Parcel, County makes the following representations and warranties, each of which is

material and is being relied upon by Donor and the truth and accuracy of which shall constitute a condition precedent to Donor's obligations hereunder. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.

- 11.01 Power. County has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.
- 11.02 Requisite Action. All requisite action has been taken by County in connection with entering into this Agreement and the instruments referenced herein, and, by the Closing, all such necessary action will have been taken to authorize the consummation of this transaction. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for County to consummate this transaction.
- 11.03 Individual Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of County have the legal power, right and actual authority to bind County to the terms and conditions hereof and thereof.
- 11.04 Validity. This Agreement and all documents required hereby to be executed by County are and shall be valid, legally binding obligations of and enforceable against County in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the right of contracting parties generally.
- 12. Inspection of the Site
 - 12.01 Donor agrees, that in addition to the existing right of entry agreement granted by Donor to County, it will continue to provide County and/or County's employees, representatives and agents with access to the Donated Parcel, and the Remainder Parcel upon reasonable notice, to conduct any inspections County deems appropriate at any time prior to the Closing.
 - 12.02 County shall not engage in any destructive testing during any inspection of the Donated Parcel, without the written consent of Donor.
- 13. Condition of Donated Parcel. County acknowledges that neither Donor, its agents, employees nor its other representatives have made any representations or warranties to County regarding any matter relating to the Donated Parcel, except as set forth in Section 10, including but not limited to the Donated Parcel's condition, fitness, environmental conditions, adequacy of design, suitability for a particular purpose, the effect of zoning and other applicable laws, regulations and

governmental rulings, or the accuracy, completeness or relevance of any materials or information regarding the Donated Parcel provided by Donor. County agrees that County is relying exclusively on County's own independent investigation of all such matters.

14. Survival of Covenants. The covenants, indemnities, agreements, representations and warranties made herein are intended to survive the Closing and recordation and delivery of the Grant Deed conveying the Donated Parcel to County.
15. Required Actions of County and Donor. County and Donor agree to execute all such instruments and documents and to take all actions pursuant to the provisions hereof in order to consummate this transaction and shall use their best efforts to effect the Closing in accordance with the provisions hereof.
16. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and no addition or modification of any term or provision shall be effective unless set forth in writing, signed by both Donor and County.
17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.
18. California Law. This Agreement shall be construed in accordance with the laws of the State of California.
19. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.
20. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.
21. Interpretation. Unless the context of this Agreement clearly requires otherwise, (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.
22. Severability. This Agreement shall not be deemed severable. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, this Agreement shall be void and of no further effect.
23. Delegation of Authority. County hereby delegates to its Chief Administrative Officer or his designee, the authority to issue any and all approvals required by

this Agreement and to execute any and all instruments necessary to consummate this transaction.

24. Binding Effect. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors-in-interest.
25. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
26. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

/ / / / SIGNATURE PAGE FOLLOWS / / / /

IN WITNESS WHEREOF, Donor has executed this Agreement or caused it to be duly executed and County by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Clerk, the day, month, and year first above written.

DONOR:

BREVIDORO FAMILY PARTNERSHIP

By: _____
John Brevidoro, a General Partner

Date: _____

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of
The Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By: _____
Deputy

LIST OF EXHIBITS

- A. LEGAL DESCRIPTION - "DONATED PARCEL"
- A -1. LEGAL DESCRIPTION - "REMAINDER PARCEL"
- B. GRANT DEED - "DONATED PARCEL"
- C. BREVIDORO FAMILY RECOGNITION

EXHIBIT "A"
LEGAL DESCRIPTION

THE NORTHERLY 200 FEET OF THE WESTERLY 355 FEET OF THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

EXCEPTING THE WESTERLY 30 FEET, THEREOF.

ALSO EXCEPTING THAT PORTION INCLUDED WITHIN THE LINES OF CROWN VALLEY ROAD, AS DESCRIBED IN DEED, RECORDED AS INSTRUMENT NO. 671, IN BOOK 976, PAGE 164, OFFICIAL RECORDS, ON MARCH 28, 1922, IN THE OFFICE OF THE COUNTY RECORDER, AND AS INSTRUMENT NO. 979, BOOK 15164, PAGE 146, OFFICIAL RECORDS, ON AUGUST 3, 1937, RECORDS OF SAID COUNTY.

CONTAINING 1.492 ACRES, MORE OR LESS.

EXHIBIT "A-1"
LEGAL DESCRIPTION

THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 13 WEST, S. B. B. & M., IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THE NORTHERLY 200 FEET OF THE WESTERLY 355 FEET, THEREOF.

ALSO EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF THE NORTHERLY LINE OF SIERRA HIGHWAY, 100 FEET WIDE, AS SHOWN ON C.S.B. 1081 ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY.

ALSO EXCEPTING THAT PORTION INCLUDED WITHIN THE LINES OF CROWN VALLEY ROAD, AS DESCRIBED IN DEED, RECORDED AS INSTRUMENT NO. 671, IN BOOK 976, PAGE 164, OFFICIAL RECORDS, ON MARCH 28, 1922, IN THE OFFICE OF THE COUNTY RECORDER, AND AS INSTRUMENT NO. 979, BOOK 15164, PAGE 146, OFFICIAL RECORDS, ON AUGUST 3, 1937, IN THE OFFICE OF SAID COUNTY.

ALSO EXCEPTING THAT PORTION INCLUDED WITHIN THE LAND DESCRIBED IN THE DEED RECORDED AS INSTRUMENT NO. 112, BOOK 24496, PAGE 407, OFFICIAL RECORDS, ON MAY 6, 1947, IN THE OFFICE OF SAID RECORDER.

CONTAINING 18.96 ACRES, MORE OR LESS.

EXHIBIT "B"
GRANT DEED

**RECORDING REQUESTED BY
COUNTY OF LOS ANGELES**

WHEN RECORDED MAIL TO:

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Chris Montana

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

ASSESSOR'S IDENTIFICATION NUMBER
3217-021-012 (Portion)

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO
SECTION 27383 OF THE GOVERNMENT CODE

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE BREVIDORO FAMILY PARTNERSHIP, (hereinafter called "Grantor") a California general partnership does hereby grant to the COUNTY OF LOS ANGELES, (hereinafter called "County") a body corporate and politic, the real property in the unincorporated territory of the County of Los Angeles, State of California, described in Exhibit "A" (hereinafter called the "Property") attached hereto and by this reference made a part hereof:

The grant of Property described in Exhibit "A" is hereby subject to the following conditions, covenants and restrictions: The County hereby accepts title to the Property and agrees that the Property will be used for public library purposes for a term of fifty (50) years commencing from the date this grant deed is recorded in the office of the County Recorder, and should the County or its successor(s) utilize, develop, and/or operate the Property for any other land use at any time during that fifty (50) year term, title to the Property shall revert to Grantor and/or its legal heirs.

Dated _____

THE BREVIDORO FAMILY PARTNERSHIP
a California general partnership

By _____
John Brevidoro, a general partner

EXHIBIT "A"
LEGAL DESCRIPTION

THE NORTHERLY 200 FEET OF THE WESTERLY 355 FEET OF THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

EXCEPTING THE WESTERLY 30 FEET, THEREOF.

ALSO EXCEPTING THAT PORTION INCLUDED WITHIN THE LINES OF CROWN VALLEY ROAD, AS DESCRIBED IN DEED, RECORDED AS INSTRUMENT NO. 671, IN BOOK 976, PAGE 164, OFFICIAL RECORDS, ON MARCH 28, 1922, IN THE OFFICE OF THE COUNTY RECORDER, AND AS INSTRUMENT NO. 979, BOOK 15164, PAGE 146, OFFICIAL RECORDS, ON AUGUST 3, 1937, RECORDS OF SAID COUNTY.

CONTAINING 1.492 ACRES, MORE OR LESS.

EXHIBIT "C"

County, as referenced in Section 7.01.01 of this Agreement, grants to Donor a permanent right to honor the Brevidoro Family by naming the New Library and the New Library's children's area after a Brevidoro Family member or members, which shall remain in full force and effect as long as the New Library is operated as a County library facility on the Donated Parcel.

County and Donor mutually agree to the following terms and conditions.

County's Obligations

1. The County, at its sole cost and expense, will install, maintain and repair exterior signage on the main facade of the New Library naming the New Library as the "Acton/Agua Dulce Christopher Colombo Brevidoro Library."
2. In addition, the County, at its sole cost and expense, will install, maintain and repair a plaque in the main lobby of the New Library which states: "This library site was donated in memory of Christopher C. Brevidoro and Ida M. Brevidoro, founders of the Colombo Lilac Ranch, Acton, California."
3. In addition, the County, at its sole cost and expense, will install, maintain and repair interior signage naming the children's area of the New Library as "The Ida M. Brevidoro Children's Reading Room."